

LAUDERDALE BY • THE • SEA



REQUEST FOR QUALIFICATIONS FOR
Continuing Professional Services

REQUEST FOR QUALIFICATIONS No. 16-09-01
Submittal Deadline: October 24, 2016 at 2:00 P.M.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

*This is a Request for Qualifications (“**RFQ**”) solicitation being conducted pursuant to Section 287.055, Florida Statutes, known as the Consultant’s Competitive Negotiation Act (**CCNA**).*

The Town of Lauderdale-By-The-Sea, Florida (hereafter “**TOWN**”) invites qualified firms to submit their qualifications and experience for consideration to provide:

CONTINUING PROFESSIONAL SERVICES

(CCNA continuing contract)

Sealed responses to this RFQ will be received until 2:00 P.M. (local) October 24, 2016, in Town Hall, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

Responses should be clearly marked "RFQ 16-09-01 Continuing Professional Services".

All information required by this RFQ shall be submitted to the TOWN by the submittal deadline to constitute a valid response.

The TOWN normally opens responses to RFQs as soon as practical after the submittal deadline; however, the TOWN reserves the right to delay that opening if necessary. The openings of all RFQs are open to the public.

ALL QUESTIONS AND CONTACT WITH THE TOWN REGARDING THIS RFQ ARE TO BE DIRECTED TO:

Tedra Allen, Town Clerk
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4201
Fax: 954-640-4236
Email: TownClerk@lbts-fl.gov

RFQ documents may be obtained via the Internet at <http://www.lauderdalebythesea-fl.gov/town/rfp-page.html> or on www.Demandstar.com.

The documents may also be obtained by contacting the Town Clerk.

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Section 1 General Information

1. DEFINITIONS. For the purposes of this Request for Qualifications (RFQ):

CCNA means the Consultants' Competitive Negotiation Act found in Section 287.055, Florida Statutes.

Qualified Firm means a Respondent who is deemed by the Town Manager to be highly qualified to perform the professional services described in this RFQ and is included on the list of Firms submitted to the Town Commission.

Respondent means the individual, organization, corporation, or firm, submitting a response to this RFQ.

Selected Firm means a Qualified Firm that has been approved by the Town Commission and has executed a Continuing Services Contract.

Submittal Deadline means the date and time after which at the TOWN will not accept responses to this RFQ.

TOWN means the Town of Lauderdale-By-The-Sea, Broward County, Florida.

Work Authorization means the document issued by TOWN to a Selected Firm authorizing a specific scope of services, the compensation to be paid, the time frame to complete the work and other project specific details.

2. NATURE OF THE WORK

A. The TOWN intends to enter into continuing service contracts with the most qualified firms to provide "professional services" as defined in Section 287.055(2)(a), Florida Statutes, in the following disciplines:

- ✓ architecture
- ✓ landscape architecture
- ✓ professional engineering
- ✓ surveying and mapping
- ✓ traffic engineering

B. The professional services to be provided will primarily relate to municipal construction, maintenance and repair projects and are broadly categorized as, but are not limited to:

- the design, development, redevelopment, repair, and maintenance of roadways, lighting, streetscape, stormwater, drainage, parks, Town building and facilities, sanitary sewer, lift stations and other utilities;
- land surveying;
- site planning and evaluation;
- preparation of plans, reports, and analyses;

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- right-of-way and traffic engineering;
 - permitting;
 - specifications and/or bid preparation; and
 - construction management, supervision, inspection and administration.
- C. When needed, the TOWN may provide a Selected Firm(s) with a proposed scope of services for a specific project or assignment and request a proposal from the firm(s). If the TOWN and the Selected Firm agree, then a Work Authorization will be issued by the TOWN authorizing a specific scope of services, the compensation to be paid, the time frame to complete the work and other project specific details.
- D. The TOWN may assemble a team from the Selected Firms to provide responses on certain projects that require a multi-disciplinary set of skills. In such cases, the TOWN will determine the Selected Firm that shall serve as project manager. The project manager will coordinate the responses for the project in consultation with the other Selected Firms on the team.

3. DESCRIPTION OF WORK

A. GENERAL INFORMATION ABOUT THE TOWN'S PROJECTS

The Town of Lauderdale-By-The-Sea is a seaside community with a permanent population of about 6,000 that increases to about 11,000 during the winter season. The TOWN anticipates undertaking a wide variety of capital, maintenance and redevelopment projects that require professional services in a variety of disciplines to provide study, conceptual or pre-design, design, construction administration, and project close-out phase services.

The TOWN implements or intends to implement various projects including but not limited to:

- Burial of utilities;
- Construction of buildings;
- Emergency repair or reconstruction projects;
- Energy efficiency projects;
- Gravity sewer main repair or replacements;
- Lift station and/or force main repair or replacement;
- Mapping and/or surveying;
- Neighborhood improvements and aesthetic enhancements;
- Parks and recreational facilities development/upgrades/refurbishments;
- Seawall repair or replacement;
- Storm water and drainage projects;

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- Street lighting, pedestrian lighting, and/or other lighting projects;
- Streetscapes (including sidewalks), roadways and parking lot construction, renovation or reconstruction; and,
- Traffic engineering solutions.

B. SCOPE OF SERVICES

The scope of services to be provided by the Selected Firms may include, but is not limited to, the following, all of which shall be performed in accordance with applicable law:

- a. Prepare preliminary or feasibility design reports and/or design alternative recommendations. This may include preparation of conceptual designs, various types of utility modeling, surveying, field data analysis, estimates of probable construction cost and life-cycle cost analysis.
- b. Organize and attend meetings with and/or make presentations to elected officials, TOWN management, homeowner associations, business associations, and other interested stakeholder groups as requested by the TOWN. Prepare recommendations for appropriate community outreach components and processes for project development.
- c. Conduct and/or attend pre-design, design, bidding and bid award meetings for which the TOWN deems attendance is required.
- d. Prepare required bidding/construction documents for the project(s). This may include the preparation of surveys, design plans, technical specifications, cost estimates, permit applications to government agencies, and other related contract documents.
- e. Assist in evaluating bids and making bid award recommendations for construction contract(s).
- f. Provide engineering, management, administration, inspection and value engineering services for projects during construction. This may include responding to contractor's Requests for Information, shop drawing/contractor submittal review and approval, inspection and approval of project improvements or progress, certification of projects from various permitting entities, possible field revisions, and review and approval of contractor pay applications. Evaluate and make recommendations on change orders.
- g. Provide project close-out services. This may include inspection, preliminary and final acceptance of projects, preparation and approval of punch list items, providing as-built record drawings, operation and maintenance manuals, and project certification as required to all permitting agencies.
- h. Identify possible grant funding opportunities and write grant applications or portions thereof for submittal to appropriate agencies.

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- i. Act as the TOWN's designated representative and engineer for various governmental engineering functions including review of development responses and issue comments related to compliance with relevant Town Codes, participation in Design Review Committee, issuance or recommendations for issuance of various Town permits, and attend meetings at the TOWN's request.

C. **DELIVERABLES:**

Deliverables will be defined in each Work Authorization.

4. ANTICIPATED TERM

Continuing Services contracts resulting from this RFQ are anticipated to be awarded for an initial term of five years, with the TOWN having the option to exercise two one-year extensions thereafter.

5. CCNA LIMITS

In accordance with Section 287.055(2)(g), a continuing services contract may be used for professional services for any particular project provided that the estimated construction cost of each individual project does not exceed \$2 million, or for a study activity if the fee does not exceed \$200,000.

In the event that the statutory limits are decreased, the new limits shall automatically apply to any work authorization. In the event that the statutory limits are increased, the TOWN may seek an amendment to the continuing services contract to reflect the higher limits.

6. MINIMUM REQUIRED EXPERIENCE & QUALIFICATIONS

In order to be deemed responsive and considered for contract award, firm(s) or individuals must satisfy the following mandatory minimum requirements for their respective disciplines:

General Requirements:

- A. Maintain an office in the tri-County area (Broward, Dade and Palm Beach Counties), which is the home office for the principal professional of record and most of the professional's support team.
- B. Possess and maintain all necessary and appropriate Florida licenses and certifications required for the services proposed to be provided.

Architectural Services

- C. Have at least ten (10) years of experience in architectural design and overseeing the construction of mid-century modern projects.

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- D. Architect(s) on staff assigned to the TOWN's projects shall have designed no less than two new buildings or renovations in the Mid-Century Modern style.

Engineering and/or Traffic Engineering Services

- E. Have at least fifteen (15) years of experience in providing engineering services to local governments.
- F. The person proposed to be assigned to manage the TOWN contract shall be a registered professional engineer with the State of Florida and shall provide his or her license number in the response.
- G. The Traffic Engineer proposed to be assigned to the TOWN contract must be a registered professional engineer with the State of Florida and provide his or her license number in the response.
- H. The Traffic Engineer proposed to be assigned to the TOWN contract by a multi-disciplinary firm must be currently certified as a Professional Transportation Planner (PTP) by the Institute of Transportation Engineers (ITE) and provide his/her certificate number in the response. Additional certification as a Professional Traffic Operations Engineer (PTOE) is preferred.

Landscape Architecture Services

- I. Have at least ten (10) years of previous experience in streetscape and park design.

Surveying and Mapping Services

- J. Have at least ten (10) years of experience in providing surveying and mapping services.

If a firm has not been in existence for the required number of years, but the principals who are proposed to be assigned to the TOWN's contract have the requisite experience with another firm, that experience may satisfy the required experience.

7. SELECTION PROCESS

The TOWN will follow the selection process set forth below and in accordance with the TOWN Purchasing Manual, which is on the TOWN's website: <http://www.lbts-fl.gov/TownDocs2016/purchasingmanual6-10-16.pdf>

- A. Reserved Rights: The TOWN reserves the right to:
- Change the Submittal Deadline or cancel this RFQ;
 - Reject incomplete, irregular, or non-responsive response;
 - Reject responses with or without cause and for any reason including, but without limitation, if the Respondent fails to submit any required documentation, if the Respondent is in arrears or in default upon any debt or contract to the TOWN or has failed to perform faithfully any previous contract with the TOWN or with other governmental jurisdictions;
 - Solicit and re-advertise for other response; or,
 - Waive any irregularities or informalities when in the best interest of the TOWN.

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B. Interviews:

The TOWN wishes to avoid the expense to the TOWN and to Respondents of unnecessary presentations. Therefore, the TOWN will make every reasonable effort to achieve the initial ranking using written submittals. The TOWN, however, reserves the right to conduct personal interviews or require presentations prior to selection if the TOWN deems this is necessary in order to select its top-ranked firms. The TOWN will not be liable for any expenses which Respondents may incur in connection with a presentation to the TOWN or related in any way to this RFQ.

C. Request for Additional Information:

The Respondent shall furnish such additional information as the TOWN may reasonably require. The TOWN reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate, and to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Respondent, including shareholders, principals and senior management. Failure to provide additional information requested may result in disqualification of the response.

D. Evaluation Committee

- a. An Evaluation Committee (the “**Committee**”) will be established by the Town Manager to review and evaluate all submittals.
- b. The Committee will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the RFQ. Failure to comply with the RFQ requirements may disqualify a response.
- c. The Committee will then evaluate the submittals based on the evaluation criteria below and establish a list of Qualified Firms deemed to be the most qualified and most advantageous to the TOWN to provide the services requested.

The Committee or the Town Commission may request oral presentations from the Respondents. The selection recommendation will be brought to the Town Commission for approval and authorization to begin contract negotiation with the most qualified firms.

E. Shortlisting of Firms.

Depending on the number of responses received, the Town may short-list respondents in order to facilitate more in-depth analysis of a manageable number of responses. These short-listed respondents may or may not be interviewed by the appointed Committee.

For continuing services contracts, multiple firms may be determined to be qualified and placed on a qualified vendors list for the types of services identified in this RFQ.

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8. EVALUATION CRITERIA

The following criteria will be used to evaluate the submittals. Not all of these criteria will apply to each discipline for which professional services are sought.

- A. Respondent's number of years in business.
- B. Respondent's in-house expertise and applicability for the required services, including the demonstrated experience of the key officers and individuals proposed to be assigned to the TOWN contract.
- C. The scope, breadth, depth and quality of experience and past performance record on projects of similar type, size, quality and scope in Florida and elsewhere. Experience in completing projects and providing services similar to those required by the TOWN as demonstrated in project/service history descriptions.
- D. Is the Respondent a licensed general contractor with expertise in alternative delivery methods, such as design-build and Construction Management at Risk. This experience in alternative delivery is not required for award, particularly for a contract to provide general civil engineering, but is considered by the TOWN to be advantageous.
- E. Ability of the Respondent to fully provide services in one or more of the disciplines sought in this RFQ with in-house resources and the availability of those resources.
- F. Respondent's dependence on outside contractors and the qualifications, licenses and references for any proposed sub-consultants or subcontractors may be considered.
- G. Respondent's ability to provide all services required in a timely manner, including Respondent's ability to respond quickly, efficiently and cost- effectively.
- H. Respondent's familiarity and success with permitting agencies and permitting procedures in South Florida.
- I. The sufficiency of Respondent's staff to provide the required services.
- J. Past performance with other governmental jurisdictions and, if applicable, on TOWN projects (previous employment or contractual experience with the TOWN is not required).
- K. The location of the firm and the place from which the work is to be performed.
- L. Past history of meeting required time frames.
- M. Financial resources and capabilities.
- N. Other factors considered relevant to analyze Respondent's expertise including as authorized or required by Florida Statutes.

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9. CONTRACT AWARD

Any contract award resulting from this RFQ shall be subject to Town Commission approval and execution of a contract approved by the Town Attorney.

The award will be to the firm(s) whose submittal complies with all material requirements set forth in this RFQ and whose qualifications and response, in the opinion of the TOWN, are the most advantageous to the TOWN, taking into consideration all aspects of the Respondent's response.

The TOWN shall be the sole judge of its own best interests, the responses, and the resulting negotiated continuing services contract, if any.

10. CONTINUING SERVICES CONTRACT

The TOWN anticipates entering into continuing services contracts with the Qualified Firms judged by the TOWN to be the most highly qualified to perform the requested services.

The selected Respondent is expected to execute the Town's standard Continuing Services Agreement, in the form approved by the Town Attorney.

The TOWN's standard continuing services contract is included as **Exhibit 6** and also is available on the TOWN's website: <http://www.lauderdalebythesea-fl.gov/town/rfp-page.html>

11. ETHICS

With respect to submittals to this RFQ or any future transaction with the TOWN, if any Respondent or Selected Firm violates or is a party to a violation of the ethics ordinances or rules of the TOWN, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent or Selected Firm may be disqualified from furnishing the services for which the submittal or response is submitted and may be further disqualified from submitting any future submittals or responses for goods or services to TOWN.

End of Part 1

Section 2 – RFQ Requirements

12. RFQ GENERAL INFORMATION

A. INCURRED EXPENSES

The TOWN is not responsible for any expenses that Respondents may incur preparing and submitting their response to this RFQ or for any expenses related to any presentation by Respondents, whether requested by the TOWN or otherwise.

B. INQUIRIES

The TOWN will not respond to oral inquiries. Respondents may mail, email or fax written inquiries regarding this RFQ to the attention of the Town Clerk. Please mark the correspondence "RFQ No. 16-09-01 QUESTION".

The TOWN will respond to written inquiries received at least 7 working days prior to the Submittal Deadline. The TOWN will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the TOWN will email, mail or fax written addenda to any potential Respondent who has provided their contact information to the Town Clerk. Although the TOWN will make an attempt to notify each prospective Respondent of any addendum or change in requirements or dates, it is the sole responsibility of a Respondent to remain informed as to any changes to the RFQ.

C. ADDENDUM, AMENDMENT, CHANGE IN DATES

At its sole discretion, the TOWN may postpone or reschedule any dates in the selection process or any term of the RFQ. If changes are made, the TOWN will issue an addendum (addenda) prior to the Submittal Deadline. It is the sole responsibility of a Respondent to remain informed as to any changes.

D. PRE-RESPONSE MEETING

A pre-response meeting is not scheduled or anticipated.

F. RESPONSE SUBMISSION

Respondents shall submit in a sealed, opaque package:

- one (1) original printed response;
- three (3) hard copies of the printed response; and,
- one (1) electronic copy of the response.

The electronic copy of the response shall be in PDF or Microsoft Word file formats. Complex graphics, appendixes, and additional materials do not have to be submitted electronically.

Section 2 – RFQ Requirements

Submissions shall be clearly marked on the outside as follows:

To: Town of Lauderdale-By-The-Sea
RFQ No. 16-09-01
Project: Continuing Professional Services
Submitted by: _____
Address: _____
Telephone: _____
Email: _____

Responses shall be submitted in person or by mail prior to the Submittal Deadline. Email submittals are not accepted.

The TOWN cautions Respondents to assure actual delivery of responses to the TOWN prior to the Submittal Deadline. Telephone confirmation of timely receipt of a response may be made by calling the Office of the Town Clerk (954-640-4200).

Submittals, additions, or changes after the Submittal Deadline will not be accepted and will be returned to the Respondent.

Respondents may withdraw their responses by notifying the TOWN in writing at any time prior to the opening. Responses, once opened, become property of the TOWN and will not be returned.

G. PUBLIC RECORDS

Responses to this RFQ are public records and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Respondent's responsibility to become familiar with these concepts and to specifically note any information in the response that they believe is confidential and/or exempt from public disclosure.

13. RESPONSE FORMAT & CONTENT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the responses be organized in the manner specified herein.

RESPONDENTS SHALL COMPLETE AND SUBMIT THE REQUIRED RFQ FORMS OR YOUR RESPONSE WILL BE DEEMED NON-RESPONSIVE.

The forms may be duplicated and most are available in WORD. Any erasures or corrections on the form must be made in ink and initialed by Respondent in ink. All information submitted by the Respondent shall be printed, typewritten or completed in ink. Responses shall be signed in ink.

All responses shall be submitted as specified in this RFQ. Any attachments shall be

Section 2 – RFQ Requirements

clearly identified. In order to be deemed responsive and considered for contract award, the response must fully respond to all parts of the RFQ.

Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the response. If publications are supplied by a responder to respond to a requirement, the response should include reference to the document number and page number. Responses lacking this reference may be considered to have no reference material included.

Respondents shall prepare their responses using the following format:

1. Title Page

The title page shall show the name of Respondent's agency/firm, address, telephone number, name of contact person, date, and the RFQ number.

2. Letter of Transmittal

This letter will summarize in one or two pages, the following information:

- a. List the professional services identified in this RFQ you are qualified and willing to perform.
- b. A statement that the business is licensed, permitted and/or certified to do business and practice a specific discipline, or is a design- build firm (as applicable) in the State of Florida and attach copies of all such licenses issued to the business entity.
- c. Identify any supplemental materials that have been included that might enhance the TOWN's understanding of the firm and its capabilities and experience in light of the qualification evaluation criteria.
- d. Identify the Response Contract.
The name of the person who is authorized to make representations for the Respondent during the evaluation phase, their title, email address, and telephone number.
- e. Identify the Contract Administrator.
The name of the person who will be the firm's contact during the term of the contract, their title, email address, and telephone number.
- f. Identify the Project Manager.
The name of the person who will be assigned as the primary contact with the TOWN, their title, email address, and telephone number. Provide the person's background, training, experience, qualifications and authority.
- g. The official legally authorized to negotiate and execute a contract on behalf of the Respondent must sign the letter of transmittal.

Section 2 – RFQ Requirements

3. Table of Contents

Include a clear identification of the submitted material by section and by page number.

4. Organization Profile, Qualifications and Experience (RFQ Form 1, Exhibit 1)

A. Complete Form 1 (**Exhibit 1**) and include it as the first page of this section.

B. Following Form 1, provide the following information in the order requested in the format of your choosing, :

- Considerable relevant experience that demonstrates both the experience and capability of particular personnel who will actually perform the work.

Include the work that the firm has done within the past ten (10) years for other governmental entities. Describe the work performed, and the year and amount of time the firm was engaged. Provide contact information for each.

Note: If a firm has not been in existence for ten (10) years, or the personnel who are proposed to be assigned to the TOWN's contract have the requisite experience with another firm, list the work by both the firm and the personnel.

- Include documentation indicating that the firm or individual is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the individual responsible
- The resumes and professional qualifications of the primary individual(s) who may work on the TOWN's projects.

5. References (RFQ Form 2)

Complete RFQ Form 2 (**Exhibit 2**) by providing at least four (4) clients or business references, with whom we may speak during the evaluation phase, which have utilized the services being proposed to the TOWN.

6. Insurance:

Include a statement that the Respondent commits to, and is able to, obtain and provide proof of insurance that meets the requirements specified in the continuing services contract (**Exhibit 6**).

NOTE: The following is NOT required when you submit your response.

If deemed to be a Qualified Firm, Respondents shall provide a list of claims for the past five (5) years, including those presently outstanding against the firm.

Section 2 – RFQ Requirements

This information shall be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

7. Continuing Services Contract
Include a statement that the Respondent takes no exceptions to the TOWN's standard continuing service contract (**Exhibit 6**) or in the alternative, clearly and prominently indicate what exceptions are taken and any proposed modifications to the TOWN's continuing services contract (**Exhibit 6**).

RESPONDENTS TAKING EXCEPTION ARE SOLELY RESPONSIBLE FOR THIS RISK. The TOWN is under no obligation to accept or consider any exceptions, or accept any Response with an exception. Respondents are reminded that they may submit one Response without exceptions and an alternate Proposal with exceptions.

8. Additional Forms.

THE FOLLOWING ADDITIONAL FORMS SHALL BE EXECUTED AND SUBMITTED WITH YOUR RESPONSE TO BE DEEMED RESPONSIVE.

EXHIBIT 3, RFQ FORM 3: RESPONDENT'S CERTIFICATION

EXHIBIT 4, RFQ FORM 4: SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

EXHIBIT 5, RFQ FORM 5: NO FINANCIAL INTEREST STATEMENT

9. Compensation

The response **shall not** include rates or fees for any services. The Town Manager will negotiate fees that the TOWN determines to be fair, competitive and reasonable with the most qualified firms.

10. Representations and Warranties.

In submitting a response, Respondent warrants and represents that:

- A. Respondent has given TOWN written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent has discovered in this RFQ and any addenda thereto, and the written resolution thereof by the TOWN is acceptable to Respondent.
- B. The RFQ is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the response that is submitted.

Section 2 – RFQ Requirements

- C. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the TOWN has any interest, financially or otherwise, in this RFQ or related contract.

End of Part 2

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RFQ FORMS

***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH YOUR RESPONSE
TO BE DEEMED RESPONSIVE.***

RFQ FORM 1: QUALIFICATIONS STATEMENT

Proposer: _____

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - a. The correct and full legal name of the Respondent is:
 - b. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - c. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail:
 - a. Number of employees;
 - b. Number of years your organization been in business; and,
 - c. The organization's specialty.
3. The contact information (address, telephone and fax) of the principal place of business:
4. The contact information (address, telephone and fax) of the closest business location to TOWN if different than number 3:
5. Name and title of employees to be assigned to the Town contract, if awarded:
6. Company identification numbers for the Internal Revenue Service:
7. Broward County business tax receipt number, if applicable, and expiration date:
8. List the last three project of this nature that the firm has completed? Please provide project description, reference and cost of work completed.
9. Have you ever failed to complete any work awarded to you? If so, where and why?

RFQ FORMS

10. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this contract that are **in progress** as of the date of submission of this Response.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

Provide the following information for any sub-contractors you propose to engage if awarded a contract.

Subcontractor Name	Contact Information	Work to be Performed

The foregoing list of subcontractors may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

Respondent: _____

Give contact information for at least four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFQ:

1. Name of Contact:

Title of Contact: Email:

Telephone Number: Fax Number:

Project:
2. Name of Contact:

Title of Contact: Email:

Telephone Number: Fax Number:

Project:
3. Name of Contact:

Title of Contact: Email:

Telephone Number: Fax Number:

Project:
4. Name of Contact:

Title of Contact: Email:

Telephone Number: Fax Number:

Project:

RFQ FORMS

RFQ FORM 3: RESPONDENT'S CERTIFICATION

Respondent: _____

***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.***

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Qualifications referenced above ("RFQ") and any other documents accompanying or made a part of this RFQ.

I hereby propose to furnish the goods or services specified in the RFQ. I agree that my response will remain firm for a period of 150 days in order to allow the TOWN adequate time to evaluate the responses.

I certify that all information contained in this response, which includes the TOWN required RFQ forms A, B, C, D and E is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

Respondent hereby authorizes the TOWN, its staff or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.

I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the TOWN or any other proposer has a financial interest in said response; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters herein contained and was duly authorized to do so.

If this response is selected, I understand that I will be expected to execute the TOWN's standard Continuing Services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on

RFQ FORMS

the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By:

Signature

Print Name and Title

Mailing Address

RFQ FORMS

***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.***

RFQ FORM 4: SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

**TO BE VALID, THIS FORM SHALL BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS**

1. This sworn statement is submitted to The Town Commission of the Town of Lauderdale-By-The-Sea, Florida by: _____
(print this individual's name and title)

for _____
(print name of entity submitting sworn statements)

Whose business address is:

And, if applicable, whose Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-____-_____.

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of public entity crime; or

RFQ FORMS

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ There has been a proceeding concerning the conviction before a hearing officer in the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list (Please attach a copy of the final order).

_____ The person or affiliate has not been placed on the convicted vendor list (Please describe any action taken by or pending with the Florida Department of General Services).

RFQ FORMS

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date: _____

(Signature)

STATE OF FLORIDA
COUNTY OF: _____

Sworn and subscribed before me this _____ day of _____, 20____

by _____ who is Personally known to me Or

who produced identification _____
(Type of Identification)

(Signature) Notary Public-State of Florida

(Printed, typed or stamped commissioned name of notary public)

My commission expires _____ (SEAL)

RFQ FORMS

***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.***

RFQ FORM 5: NO FINANCIAL INTEREST STATEMENT

The undersigned guarantees the truth and accuracy of this statement.

The Respondent recognizes and certifies that no elected official, board member, or employee of the Town of Lauderdale-By-The-Sea (the "Town") shall have a financial interest directly or indirectly in this RFQ, related contract, if any, or any compensation to be paid under or through these matters, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the TOWN, nor any spouse, parent or child of such employee or elected or appointed officer of the TOWN, may be a partner, officer, director or proprietor of Respondent, and further, that no such TOWN employee or elected or appointed officer shall be employed by the firm or receive any compensation from the firm for a period of at least twelve (12) months after leaving the employ or agency of the TOWN.

Name of Business

By:

Signature

Print Name and Title

Mailing Address

Exhibit 6

to the RFQ

CONTINUING SERVICES AGREEMENT



LAUDERDALE BY • THE • SEA

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CONTINUING SERVICES AGREEMENT

Between

TOWN OF LAUDERDALE-BY-THE-SEA

And

(CCNA)

THIS AGREEMENT (the “**Continuing Services Agreement**” or **Agreement**”) is made between the Town of Lauderdale-By-The-Sea, Florida, a Florida municipal corporation (the “**TOWN**”) and _____, a _____ corporation authorized to do business in the State of Florida, (the “**CONTRACTOR**”), whose principal place of business is _____.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the TOWN issued RFQ No. _____ for Continuing Professional Services (the “RFQ”) and selected the CONTRACTOR to provide professional _____ (fill in disciplines contractor was selected to provide) _____ services for the Town on an as needed basis; and

WHEREAS, the CONTRACTOR is willing and able to perform such professional services for the TOWN within the basic terms and conditions set forth in this Agreement; and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize the CONTRACTOR to perform a specific project, but to set forth certain terms and conditions that shall automatically be incorporated into subsequent Work Authorizations for specific projects.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONTRACTOR agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are incorporated herein.

SECTION 2. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning. Additional definitions provided for in the RFQ are also incorporated herein.

- 2.1 **Contract Documents** refers to this Agreement, the Request for Qualifications No. 16-0__-01 (RFQ), attached hereto and incorporated herein as **Exhibit 1**, CONTRACTOR’s response to the RFQ, opened _____, attached hereto and incorporated herein as

Exhibit 6

2016 Continuing Services Agreement

Exhibit 2, all specifications, Certificate(s) of Insurance, Work Authorizations and all written amendments issued on or after the effective date of this Agreement.

In the event of conflict among the various components of the Contract Documents, the following shall govern in the following order: this Agreement, any written amendments thereto, the RFQ (**Exhibit 1**), CONTRACTOR's Proposal (**Exhibit 2**), and Work Authorizations.

- 2.2 **Compensation** means the total amount paid by the TOWN for the CONTRACTOR's professional services pursuant to an executed Work Authorization, exclusive of Reimbursable Expenses.
- 2.3 **Reimbursable Expenses** means the expenses directly attributable to the Work Authorization that are not Compensation in the Work Authorization, but that the TOWN agrees in writing will be costs the TOWN will reimburse to the CONTRACTOR. Reimbursable Expenses may include, application and permit fees paid for securing approval of authorities having jurisdiction over the Work Authorization; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents specified the Work Authorization; travel expenses as provided in Paragraph 3.4 of this Agreement. Travel Expenses are not a reimbursed expense unless CONTRACTOR has secured advance written authorization for such travel from the Town Manager.
- 2.4 **Subcontractor Fee** means the direct and actual cost of the subcontractor with no markup, as reflected by actual invoices of the subcontractor.
- 2.5 **Work Authorization** means the document issued by TOWN to a CONTRACTOR authorizing a specific scope of services, the Compensation to be paid, the time frame to complete the work and other project specific details.

SECTION 3. WORK AUTHORIZATIONS/SCOPE OF SERVICES/COMPENSATION

- 3.1 In accordance with the Consultants' Competitive Negotiation Act (CCNA), the CONTRACTOR shall provide professional services to the TOWN for projects that are specified in Work Authorizations that may be approved from time to time by either the Town Commission or Town Manager as authorized by this Section 3. The TOWN reserves the right to select one or more firms to perform any specific project.
- 3.2 When the need for services for a specific project occurs, the Town Manager may, in his or her sole discretion, enter into negotiations with the CONTRACTOR for a Work Authorization under the terms and conditions of this Agreement. The TOWN shall initiate said negotiations by providing the CONTRACTOR with a "Scope of Services Request," requesting from the CONTRACTOR a proposal to provide such professional services. The CONTRACTOR shall prepare a proposal that addresses those subjects specified in subsection 3.3 (a) through (f). The Town Manager or designated representative and CONTRACTOR shall negotiate the terms of the Work Authorization in accordance with the provisions of this Section 3. Each Work Authorization shall be deemed to incorporate this Continuing Services Agreement by this reference.

Exhibit 6

2016 Continuing Services Agreement

- 3.3 The TOWN and CONTRACTOR shall utilize the TOWN's standard Work Authorization document, a copy of which is attached as **Exhibit 3**, to set forth, among other things, the following:
- a. The Scope of Services;
 - b. The tasks to be performed, including any deliverables;
 - c. The schedule to perform various tasks identified and the completion date of the entire scope of services;
 - d. The amount of Compensation and the proposed payment schedule;
 - e. The name of the CONTRACTOR'S Project Manager and any subcontractors assigned to the Work Authorization; and
 - f. Any other details necessary to accomplish the specific project.
- 3.4 Travel Expenses, whether within or outside of Broward County, and whether to the specific project or otherwise, are not a reimbursed expense unless CONTRACTOR has secured advance written authorization for such travel from the Town Manager. All approved travel expenses will be reimbursed in accordance with the TOWN's adopted travel policy.
- 3.5 The Compensation for a Work Authorization may be a lump sum or based on hourly rates with a maximum amount of Compensation that may not be exceeded without additional approval from the TOWN.
- 3.6 If the Town Manager determines that the CONTRACTOR's services for a particular project are needed on an hourly basis, in lieu of a lump sum Compensation package, the CONTRACTOR shall charge the TOWN for professional services at the hourly rates set forth in **Exhibit** __, which is attached and incorporated into this Agreement. The Work Authorization shall specify that the CONTRACTOR's services shall be provided on an hourly basis with a maximum amount of Compensation that may not be exceeded without additional approval from the TOWN.
- 3.7 CONTRACTOR will invoice the TOWN on a monthly basis for services rendered the previous month, or less frequently as the Work Authorization provides. The invoice shall identify work completed, by whom and the percentage of the Work Authorization completed. Additionally, the invoice shall include a line item reflecting retainage as applicable.
- After receipt of the invoice, the Town shall notify CONTRACTOR of any discrepancies or disputed items on the invoice. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records and payment records of CONTRACTOR. The TOWN shall pay the CONTRACTOR the undisputed portion of the invoice within thirty (30) days of receipt of the invoice.

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2016 Continuing Services Agreement

The Town Manager shall make a final determination regarding any disputed portion of the invoice within forty-five (45) days of receipt of the invoice during which time the Town Manager or designee shall meet with the CONTRACTOR to seek resolution of the disputed billing.

- 3.8 Retainage: The TOWN reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONTRACTOR until the Project is completed. For projects that are divided into several phases, any retainage shall be withheld and may be released individually for each phase of the Project at TOWN's discretion. Said retainage may be withheld at the sole discretion of the Town Manager and as security for the successful completion of the CONTRACTOR'S duties and responsibilities under the Work Authorization.
- 3.9 The professional services to be rendered by the CONTRACTOR shall commence within three days of the execution of the applicable Work Authorization unless provided otherwise in the Work Authorization. Performance of work by CONTRACTOR prior to execution of a Work Authorization shall be at CONTRACTOR's sole risk. Time is of the essence with regard to this Agreement and any Work Authorization issued hereunder.
- 3.10 The Town Manager is authorized to negotiate and execute a Work Authorization for projects in which the CONTRACTOR'S services do not exceed \$15,000.00. Any services exceeding \$15,000.00 require Town Commission approval. Should the Town Commission formally increase the Town Manager's authority to execute Work Authorizations, this Agreement shall automatically be adjusted to reflect that higher authority level.
- 3.11 In the event that a Work Authorization for design is based on budgeted funds available for a project, the following shall apply: Should the lowest responsible, responsive proposal or bid submitted by a third party for construction of a project designed by CONTRACTOR exceed the CONTRACTOR's final written estimate of construction costs ("Final Estimate") by 10% or more, CONTRACTOR, at no additional cost to the TOWN, shall provide value engineering and redesign as necessary to reduce construction costs to be within 10% of the Final Estimate.

SECTION 4. TERM/TERMINATION

- 4.1 **Term of Agreement.** This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until ____ 30, 2021, unless terminated earlier pursuant to this Agreement.
- At the TOWN's option, this Agreement may be renewed for two successive one-year renewal terms under the same terms and conditions if mutually agreeable to the parties.
- 4.2 **Termination For Convenience.** The TOWN shall have the right at any time to terminate this Agreement for any reason whatsoever or without reason, upon thirty (30) calendar days' written notice to CONTRACTOR. If any such termination notice is

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provided by the TOWN, the CONTRACTOR shall immediately cease work on any Work Authorizations issued under this Agreement upon receipt of the notice from the TOWN. In the event the TOWN terminates the Agreement as provided for herein through no fault of the CONTRACTOR, the TOWN shall pay to the CONTRACTOR for work completed pursuant to this Agreement to the satisfaction of the TOWN, its reasonable documented costs actually incurred as of the date of the termination notice. Under no circumstances shall the TOWN make payment of profit for services that have not been performed.

- 4.3 **Termination For Cause.** This Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated by the TOWN, the CONTRACTOR shall indemnify and hold the TOWN harmless against any loss pertaining to such termination. In the event that the CONTRACTOR is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 4.2 and the provisions of Section 4.2 shall apply.
- 4.4 **Non-Exclusive Agreement.** Notwithstanding the provisions of this Agreement, the Town Manager may issue requests for proposals at any time and may utilize the services of any other CONTRACTOR retained by the TOWN under continuing services agreements for the same or similar services. Nothing in this Agreement shall be construed to give the CONTRACTOR a right to perform services for a specific project.
- 4.5 **Town Right to Extend.** At the sole discretion of the Town Manager, this Agreement may be extended for a period of up to ninety (90) days beyond the specified expiration date in Section 4.1 if such extension is deemed by the Town Manager to be in the best interest of the Town. Extensions beyond ninety (90) days must be approved by the Town Commission.

SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

- 5.1 **Change Order Defined.** A Change Order shall mean a written order to the CONTRACTOR executed by the TOWN and CONTRACTOR, issued after execution of a Work Authorization, authorizing and directing a change in the Scope of Services or an adjustment in the Compensation or the completion time, or any combination thereof. A Work Authorization shall only be modified by an executed Change Order or the issuance of a new Work Authorization.
- 5.2 **Effect of Executed Change Order.** The execution of a Change Order by the TOWN and the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR and the TOWN's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim

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against the TOWN for additional time or Compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order. The CONTRACTOR agrees that no claim for delay damages shall be asserted against the TOWN and hereby waives the right to assert any such claim.

SECTION 6. SURVIVAL OF PROVISIONS

Any terms or conditions of either this Agreement or any subsequent Work Authorization that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. TOWN'S RESPONSIBILITIES

- 7.1 TOWN shall assist CONTRACTOR by providing CONTRACTOR with available information that is pertinent to the Work Authorization as may be requested in writing by the CONTRACTOR and allow reasonable access to pertinent information relating to the services to be performed by CONTRACTOR.
- 7.2 TOWN shall provide CONTRACTOR access to TOWN property as required for CONTRACTOR to perform services under this Agreement or any Work Authorization.

SECTION 8. ETHICS

- 8.1 The applicable code of ethics from the state professional organization of the CONTRACTOR's professional discipline shall be incorporated in this Agreement by this reference. For example, for engineers, the code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference. If there is not a code of ethics from the state professional organization, then the code of ethics from the national professional organization shall be incorporated.
- 8.2 CONTRACTOR warrants and represents that its employees shall abide by the applicable provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, and Broward County Code of Ethics (County Code Section 1-19), as they may be amended from time to time.
- 8.3 No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

SECTION 9. POLICY OF NON-DISCRIMINATION/WAGES

Exhibit 6

2016 Continuing Services Agreement

- 9.1 The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work or services provided under this Agreement or any Work Authorization and shall not engage in or commit any discriminatory practice against any person based on race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery in the performance of work under this Agreement or a Work Authorization.
- 9.2 If a specific project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, CONTRACTOR shall be required to comply with such provisions.

SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES

- 10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the TOWN or furnished by the CONTRACTOR pursuant to any Work Authorization shall become the property of the TOWN, whether the Work Authorization for which they are made is completed or not, and shall be delivered by CONTRACTOR to the TOWN within 10 calendar days after written notice requesting delivery of such documents. In no event shall the CONTRACTOR use, or permit to be used, any of the documents, without the TOWN'S prior written authorization.
- 10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the CONTRACTOR for a Work Authorization shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the TOWN.
- 10.3 All final plans and documents prepared by the CONTRACTOR shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.
- 10.4 All deliverables should be provided in hard copy format as well as electronic format to the TOWN. Drawings should be provided in CADD and PDF, spread sheets in Microsoft Excel, and written documentation in Microsoft Word. The date of submittal to the TOWN shall be deemed to be the later of delivery of hard copies or delivery of electronic copies as applicable.

SECTION 11. RECORDS/AUDITS

- 11.1 CONTRACTOR shall maintain and require subcontractors to maintain, complete and correct records, books, documents, papers and accounts pertaining to each Work Authorization and any work performed in connection with this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Town Manager or any authorized TOWN representative with reasonable notice and shall be kept for a period of five (5) years after the completion of each Work Authorization or such longer time as may be required by applicable law. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by, or reimbursement to, the TOWN of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the TOWN.
- 11.2 The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:
- (a) CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.
 - (b) Upon request from the TOWN's custodian of public records, CONTRACTOR shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
 - (d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
 - (e) Any Compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

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2016 Continuing Services Agreement

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, Tedraa@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

- 11.3 Refusal of the CONTRACTOR to comply with the provisions of Sections 11.1 or 11.2 shall be grounds for immediate termination for cause by the TOWN of this Agreement or any Work Authorization.

SECTION 12. NO CONTINGENT FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the CONTRACTOR violates this provision, the TOWN shall have the right to terminate this Agreement or any Work Authorization, without liability, and at its sole discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor under this Agreement and any Work Authorizations. Services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement or any Work Authorizations shall be those of the CONTRACTOR.

SECTION 14. ASSIGNMENT; AMENDMENTS

- 14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR, without the prior written consent of the TOWN, which may be withheld in the TOWN's sole discretion.
- 14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

- 15.1 The CONTRACTOR shall indemnify and hold harmless the TOWN and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, or costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR or any persons employed or utilized by the CONTRACTOR in the performance of this Agreement or any Work Authorization.
- 15.2 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement and each Work Authorization for the above hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 16.

SECTION 16. INSURANCE

The CONTRACTOR shall secure and maintain throughout the duration of this Agreement and any Work Authorization, insurance of such type and in such amounts necessary to protect its interest and the interest of the TOWN against hazards or risks of loss as specified below. The insurance coverage shall be primary insurance with respect to the CONTRACTOR, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance. The following minimum insurance coverage requirements shall apply on a per project basis:

- 16.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. Employers Liability Limits shall be no lower than \$500,000 each accident, \$500,000 each employee (disease), \$500,000 disease (policy limit).
- 16.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR'S use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, Hired & Non Owned Auto Liability. Defense Costs must be 'outside the limits' of liability.
- 16.3 **Comprehensive General Liability.** This insurance shall be written on a "per occurrence" basis only in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONTRACTOR or

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any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000 per occurrence combined single limit, or \$1,000,000 per occurrence/\$2,000,000 general aggregate for Bodily Injury and Property Damage and general aggregate for Products/Completed Operations. Comprehensive General Liability insurance shall include endorsements for property damage; personal injury, contractual liability; completed operations; products liability and independent contractors coverage. Defense Costs must be 'outside the limits' of liability.

- 16.4 **Professional Liability:** \$1,000,000 per incident. If coverage is written on a claims-made form, the retroactive date of coverage shall be no later than the inception date of the claims made coverage, unless the prior act policy was extended indefinitely to cover prior period acts. Provisions shall be made to provide coverage beyond the policy year, when necessary. Defense Costs must be 'outside the limits' of liability.

At the Town's sole discretion, the requirement for professional liability insurance may be waived in certain limited circumstances based on the nature of a specific project.

- 16.5 **Certificate of Insurance:** Concurrent with the execution of this Agreement and prior to the execution of a Work Authorization, the CONTRACTOR shall provide the TOWN an original Certificate of Insurance documenting compliance with each required insurance policy. The TOWN is to be specifically included as an Additional Insured for General Liability and Auto Liability of the CONTRACTOR resulting from operations performed by or on behalf of TOWN in performance of this or any Work Authorization. The General Liability Additional Insured Endorsement MUST include 'Completed Operations' using the latest version of CG 20 37 04 13- Additional Insured-owners, lessees, or contractors- **Completed Operations** & CG 20 10 04 13 Additional Insured-owners, lessees or contractors-scheduled person or organization. Each Certificates of Insurance shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the TOWN before any policy or coverage is cancelled or restricted. CONTRACTOR's proposed insurance coverage is subject to approval of the Town Manager, in the Town Manager's sole discretion.

CONTRACTOR'S insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to CONTRACTOR'S insurance. CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

- 16.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the CONTRACTOR, as a condition of execution of a particular Work

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Authorization, to provide a bond or other monetary consideration to cover the CONTRACTORS' deductible for Professional Liability Insurance.

- 16.7 Insurance carriers providing the insurance required by this Agreement or any Work Authorization must be licensed in the State of Florida as evidenced by certificates of authority from the Department of Financial Services of the State of Florida, or have an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have and must maintain a rating of "A" or better according to the A.M. Best Company. If during the period when an insurer is providing insurance required by this Agreement an insurer shall fail to comply with the foregoing minimum requirements, the Town shall be notified in writing as soon as possible. The Contractor shall have 20 days to replace such insurance with an insurer who meets the acceptable insurance provider requirements as stated herein.
- 16.8 The TOWN reserves the right to change the insurance requirements depending upon the scope of work in a Work Authorization.

SECTION 17. REPRESENTATIVE OF TOWN AND CONTRACTOR

- 17.1 **TOWN Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager, or his/her designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.
- 17.2 **CONTRACTOR Representative.** CONTRACTOR shall inform the TOWN Representative, in writing, of the representative of the CONTRACTOR to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

- 18.1 If either the TOWN or CONTRACTOR is required to enforce the terms of this Agreement or any Work Authorization by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.
- 18.2 In the event of any litigation arising out of this Agreement or any Work Authorization, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the

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parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONTRACTOR'S RESPONSIBILITIES

- 20.1 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONTRACTOR shall be accurate, coordinated and adequate for construction, as applicable, and shall comply with all applicable TOWN Codes, county, state and federal laws, rules and regulations.
- 20.2 The CONTRACTOR shall exercise the same degree of care, skill and diligence in the performance of the services for each Work Authorization as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper, as applicable, under similar circumstances. If at any time during the term of any Work Authorization or the construction of a specific project for which the CONTRACTOR has provided engineering, architectural landscape architectural, surveying or mapping services under a prior Work Authorization, it is determined that the CONTRACTOR's documents are incorrect, defective or fail to conform to the Scope of Services of the particular Work Authorization, upon written notification from the TOWN, the CONTRACTOR shall immediately proceed to correct the work, re-perform services that failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the TOWN for any other services and expenses made necessary thereby, save and except any costs and expenses which the TOWN would have otherwise paid absent the CONTRACTOR's error or omission. The TOWN's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement or the Work Authorization, in equity or otherwise.
- 20.3 The CONTRACTOR'S obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement or Work Authorization.
- 20.4 CONTRACTOR shall comply with all laws, ordinances, and governmental rules, regulations and order, now or at any time during the term of the Agreement, which are applicable to or which affect the work performed under this Agreement or any Work Authorization or any procedures of the CONTRACTOR for such work.

SECTION 21. SUBCONTRACTORS

- 21.1 In the event the CONTRACTOR requires the services of any subcontractors or other professional associates in connection with services covered by any Work Authorization, the CONTRACTOR must secure the prior written approval of the Town Manager.

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- 21.2 Any subcontract with a subcontractor shall afford to the TOWN rights against the subcontractor which correspond to those rights afforded to the TOWN against the CONTRACTOR herein, including but not limited to those rights of termination as set forth herein.
- 21.3 No reimbursement or payment shall be made to the CONTRACTOR for any subcontractors that have not been previously approved by the TOWN for use by the CONTRACTOR and CONTRACTOR's solely responsible for use of unimproved subcontractors.
- 21.4 CONTRACTOR shall provide the Town Manager with evidence of insurability consistent with the minimum insurance coverage requirements in Section 16 of this Agreement for all subcontractors proposed by CONTRACTOR to perform services under this Agreement or any Work Authorization. The subcontractors insurance shall list the TOWN as an Additional Insured for General Liability and Auto Liability of the subcontractor resulting from operations performed by or on behalf of TOWN in performance of this Agreement or any Work Authorization.

SECTION 22. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

Telephone: ()

Facsimile: ()

FOR TOWN:

Town of Lauderdale-By-The-Sea
Attention: Town Manager
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: (954) 640-4200

With a copy to:

Town of Lauderdale-By-The-Sea
Attention: Town Attorney
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: (954)763-4242

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement and any Work Authorization by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the Compensation of this Agreement or any Work Authorization are accurate, complete, and current at the time of contracting. Each Work Authorization's Contract Prices and any additions shall be adjusted to exclude any significant sums by which the TOWN determines the Work Authorization Contract Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Work Authorization.

SECTION 24. DISPUTE RESOLUTION

- 24.1 Any dispute concerning performance of this Agreement shall be decided by the TOWN, who shall reduce the decision to writing and serve a copy on the CONTRACTOR. The decision shall be final and conclusive unless within 21 calendar days from the date of receipt, the CONTRACTOR files with the TOWN a petition for administrative hearing. The TOWN's decision on the petition shall be final, subject to the CONTRACTOR's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the CONTRACTOR's ability to pursue any other form of dispute resolution, including, but not limited to, litigation; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- 24.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida.

SECTION 25. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Work Authorization. Venue of any action to enforce this Agreement or any Work Authorization shall be in Broward County, Florida.

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SECTION 26. GOVERNING LAW

This Agreement and any Work Authorization shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 27. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 28. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 29. SEVERABILITY

If any provision of this Agreement or any Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 30. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The TOWN, signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same and by CONTRACTOR by and through its _____, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

ATTEST:

TOWN OF LAUDERDALE BY-THE-SEA

Tedra Smith Town Clerk

By: _____
Ralph "Bud" Bentley
Town Manager

Date: _____

Approved as to form and legality
for the use of and reliance by the
Town only:

Susan L. Trevarthen
Town Attorney

CONTRACTOR

By: _____
Name/Title

Date: _____